



**STATE OF TENNESSEE  
Department of Education**

**REQUEST FOR PROPOSALS  
FOR  
Web Based / Online Teacher Recruitment Service  
For the Tennessee Public Schools, State Special  
Schools, and Private Schools**

**RFP Number: 331.36-061**

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## 1 INTRODUCTION

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### 1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Education, hereinafter referred to as the State, intends to secure a contract for Comprehensive Web Based/ Online Teacher Recruitment Service for the Tennessee Public Schools, State Special Schools, and TN Private Schools.

### Statement Of Need

Tennessee's current work force includes approximately 57,000 teachers. Prior to 1999, an average of 3,000 new teachers was hired annually to fill the Tennessee classrooms. In 1999-2000 this number increased to 6,179 as a result of growth in student enrollment and class size reduction. **Of this number, 71% (4,385) had no prior teaching experience;** and 29% were teachers who were re-entering the profession and had some previous classroom experience. Current data also show that of the new teachers, who enter the Tennessee Schools, approximately 42% leave within the first five years.

The number of teacher education graduates from the public and private colleges and universities increased approximately 54% between the years of 1986-87 to 2000-01. There were 2,196 graduates from teacher preparation programs in 1986-87. This number increased to 3,787 in 2000-01. While the number of teacher education graduates has increased during the last few years, nationally, only about 60% of newly prepared teachers actually enter the teaching profession upon graduation.

The percentage of teachers who require a waiver or permit continues to increase. Currently, approximately 4.3% of Tennessee's teachers are not fully licensed in the areas in which they are serving. The problem is particularly acute in five academic areas, requiring the issuance of a significant percent of waivers: foreign language (11 %), math (8 %), science (7 %), English as a second language (percent not available), and special education (10 %). The number of waivers and permits in special education alone has increased from 369 in 1997-98 to 701 in 2001-02. The overall problem of increased issuance of permits and waivers is significantly more intense in urban and rural school districts.

During the 2001-2002 school year, a total of 1761 permits were issued to Tennessee Public Schools, and 121 permits were issued to Tennessee Private Schools. These school systems were unable to fill these 1882 positions with properly licensed teachers. During the 2002-2003 school year, a total of 1629 waivers were issued to Tennessee Public Schools.

During the last several years, there has been an increase in the number of Permits issued to Tennessee school systems (TN Office of Teacher Licensing, 2003). (A Permit is not a license, but allows a local education agency to employ an individual with a Bachelor's degree in the event that a licensed educator cannot be located.)

The federal "No Child Left Behind Act" requires states to develop and have a Plan that ensures that ALL teachers are highly qualified by 2005-06.

Senate Bill 1627 and House Bill 1886 of the 103rd Tennessee General Assembly (Public Chapter Number 273) filed in February 2003 recognizes the critical shortage of licensed

teachers that exists throughout Tennessee in certain key academic areas. This legislation that amends Tennessee Code Annotated, Title 49, relative to public education, also recognizes that the recruitment and retention of highly qualified teachers is difficult in these areas.

The Tennessee State Board of Education predicts that student enrollment in Tennessee will continue to grow in the next five years and the need for new teaching positions will continue to expand

Sections 635(a)(8) of the Individuals with Disabilities Education Act (IDEA, the "special education law") mandates States to have in place a Comprehensive System of Personnel Development that is designed to ensure an adequate supply of qualified special education, regular education, and related services personnel.

**The National Commission on Teaching and America's Future (2003) concludes that the "first step (in addressing teacher shortages) is still getting good teachers in the door."** The Commission further states that **too many good teacher candidates never make it to the students because education related job information is too scant and because hiring practices are antiquated.** Technology (e.g., online recruitment, comprehensive online sites with employment related information, etc) is offered as one of the most effective and immediately available ways to support change. That is, states are encouraged to increase their use of technology to streamline hiring procedures. (The Commission, 2003).

## **Overall**

The Department of Education is seeking to contract with a Web based vendor with an existing national database that includes resumes of 4000 or more teachers and other professional educators licensed to teach in Tennessee; has features that will enable the 136 Tennessee School Systems, 4 State Special Schools, and 50 TN Private Schools to post job announcements and view resumes of potential Tennessee teachers; has features that will enable job seekers to post their resumes (applications) and view an endless list of teaching job announcements in the database; has existing online partnerships with 300 or more career centers at Colleges and Universities that offer teacher education certification programs, including special education, enabling the TN public school systems and the State Special Schools to list job vacancies with these Colleges and Universities; has career resources (e.g. guidance in writing letters of application; how to prepare for an interview, information about job fairs, information about Tennessee teacher preparation programs, etc.) designed to provide assistance for potential teacher candidates and others seeking professional education jobs in Tennessee; and has the technical qualifications to host and maintain this integrated and comprehensive service with an expanding national database of job announcements and resumes.

### **1.2 Scope of Service**

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

### **1.3 Contract Duration**

The State intends to enter into a contract with an effective period of February 9, 2004 through December 31, 2005.

The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than

three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

#### **1.4 Letter of Intent to Propose**

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

#### **1.5 Proposal Deadline**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

#### **1.6 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Dr. MaeAlice Ridley  
Tennessee Department of Education  
9<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243  
615-532-4982

#### **1.7 Assistance to Proposers With a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

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**2 RFP SCHEDULE OF EVENTS**

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The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	12-11-03	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	12-18-03	
3	Pre-proposal Conference	12-22-03	9:00 a.m.
4	Deadline for <i>Letter of Intent to Propose</i>	12-29-03	
5	Deadline for Written Comments	1-2-04	
6	State Issues Responses to Written Comments	1-9-04	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	1-16-04	11:00 a.m.
8	State Completes Technical Evaluations	1-23-04	
9	State Opens Cost Proposal	1-26-04	9:00 a.m.
10	State Completes Cost Evaluations	1-26-04	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	1-27-04	9:00 a.m.
12	Conclusion of Contract Negotiation, and Contract Signing	2-6-04	
13	Anticipated Contract Start Date	2-9-04	

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### **3 GENERAL REQUIREMENTS AND INFORMATION**

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#### **3.1 RFP Coordinator**

The following RFP Coordinator shall be the main point of contact for this RFP.

Michael Timme, Contracts Coordinator  
TN Department of Education  
6<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243  
Phone: 615-532-8539  
Fax: 615-741-6793  
Email: [Michael.Timme@state.tn.us](mailto:Michael.Timme@state.tn.us)

#### **3.2 RFP Number**

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-331.36-061

#### **3.3 Communications Regarding the RFP**

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either:
- a) independently verify the information; or
  - b) obtain the State's written consent to rely thereon.

### 3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments and objections have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

### 3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and six (6) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

**“Technical Proposal in Response to RFP- 331.36-061 -- Do Not Open”**

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

**“Cost Proposal in Response to RFP-331.36-061 Do Not Open”**

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

**“Contains Separately Sealed Technical and Cost Proposals”**

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Michael Timme, Contracts Coordinator  
TN Department of Education  
6<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243

### 3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.



### **3.7 Proposal Withdrawal**

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

### **3.8 Proposal Amendment**

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

### **3.9 Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.10 Incorrect Proposal Information**

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

### **3.11 Prohibition of Proposer Terms and Conditions**

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

### **3.12 Assignment and Subcontracting**

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.13 Right to Refuse Personnel**

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

### **3.14 Proposal of Alternate Services**

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

### **3.15 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

### **3.16 Independent Price Determination**

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

### **3.17 Insurance**

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

### **3.18 Licensure**

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

### **3.19 Conflict of Interest and Proposal Restrictions**

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.

3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **3.20 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.21 Right of Rejection**

3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

### **3.22 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with ***Tennessee Code Annotated***, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

### **3.23 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

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## **4 SPECIAL REQUIREMENTS**

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### **4.1 Joint Ventures and Partnering**

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the State as a result of the participation of multiple entities.

4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

### **4.2 Pre-Proposal Conference**

4.2.1 A pre-proposal conference for all potential Proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at 710 James Robertson Parkway; Andrew Johnson Towers, First Floor Conference Room; Nashville, TN 37243. Each vendor may send a maximum of two representatives. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.

4.2.2 The state encourages all potential proposers to attend the pre-proposal conference although attendance is not mandatory.

4.2.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the State may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.

4.2.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the State. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the State's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose*. Only the written responses from the State shall be considered official.

### **4.3 Location and Work Space**

The work under this RFP is to be performed, completed, and managed at Contractor's location. The State shall not provide workspace for the Contractor. All work performed on the State's premises shall be completed during the State's standard business hours.

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## 5 PROPOSAL FORMAT AND CONTENT

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### 5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

### 5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- Proposal Transmittal Letter;
- Mandatory Proposer Qualifications;
- General Proposer Qualifications and Experience;
- Technical Approach.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.
- Technical Proposals shall provide the following information (referencing the subsections in sequence):
- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:
  - 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing
  - 5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and
  - 5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in an amount sufficient to cover any potential liability arising as a result of a contract pursuant to this RFP.
- 5.2.2.4 written confirmation that the proposer:
  - 5.2.2.4.1 has an existing national database that includes resumes of 4000 or more teachers and other professional educators licensed to teach in Tennessee.
  - 5.2.2.4.2 has features that will enable the 136 Tennessee School Systems, 4 State Special Schools, and 50 TN Private Schools to post job announcements and view resumes of potential Tennessee teachers in the national database free of charge to the recruiters
  - 5.2.2.4.3 has features that will enable job seekers (potential teacher candidates) to post their resumes (applications) and view an endless list of teaching job announcements in the national database free of charge
  - 5.2.2.4.4 has existing online partnerships with 300 or more career centers at Colleges and Universities that offer teacher education certification programs, including special education, enabling the TN Public School Systems, State Special Schools, and 50 TN Private Schools to list job vacancies with these Colleges and Universities
  - 5.2.2.4.5 has career resources (e.g., guidance in writing letters of application; how to prepare for an interview, information about job fairs, information about licensure requirements in Tennessee, etc.) designed to provide assistance for potential teacher candidates and others seeking professional education jobs in Tennessee
  - 5.2.2.4.6 has the technical qualifications and experience to host and maintain an integrated and comprehensive Teacher Recruitment online system with an expanding national database that includes resumes of potential Tennessee teacher candidates and includes an expanding database of job announcements posted by Tennessee recruiters.
- 5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:



- 5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;
- 5.2.3.2 a brief description of the Proposer's background and organizational history;
- 5.2.3.3 years in business;
- 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;
- 5.2.3.5 location of offices;
- 5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base;
- 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);
- 5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
- 5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.12 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP;
- 5.2.3.13 a narrative description of the proposed project team, its members, and organizational structure;
- 5.2.3.14 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history);
- 5.2.3.15 customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects— each reference must include:
  - a) the company name and business address;
  - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
  - c) a brief description of the service provided and the period of service.
- 5.2.3.16 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five year period— the list must include:

- a) the contract number;
- b) the contract term; and
- c) the procuring state agency for each reference.

(NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15, shall be generally considered in awarding Proposer Qualifications and Experience category points.)

5.2.4 **Technical Approach.** The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the State's requirements and project schedule.

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.

5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.

### **5.3 Cost Proposal**

5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

5.3.5 The proposer must sign and date the Cost Proposal.

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**6 EVALUATION AND CONTRACTOR SELECTION**

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**6.1 Proposal Evaluation Categories and Maximum Points**

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	35
Technical Approach	35
Cost Proposal	30

**6.2 Proposal Evaluation Process**

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
- a) if it meets requirements for further evaluation;
  - b) if the State shall request clarification(s) or correction(s); or
  - c) if the State shall determine the proposal nonresponsive and reject it.
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to Attachment 9.3, Technical Proposal Evaluation Format).
- 6.2.5 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

- 6.2.6 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.
- 6.2.7 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. The Cost Evaluation score shall be based on the proposed cost for evaluation amount indicated by the Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

(Refer to Attachment 9.4, Cost Proposal Evaluation Format, for details.)

- 6.2.8 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to Attachment 9.5, Proposal Score Summary Matrix).
- 6.2.9 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (*e.g.*, 9.99).
- 6.3 Contract Award Process**
- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate

scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.7, *et seq.*, above.

- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

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## 7 STANDARD CONTRACT INFORMATION ---

### 7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration  
Office of Contracts Review  
12th Floor, William R. Snodgrass Tennessee Tower  
Nashville, TN 37243-1700  
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.
- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

### 7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

### 7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.



#### **7.4 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal shall be incorporated into the final contract.

#### **7.5 Contract Monitoring**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **7.6 Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.



The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**Tennessee Department of Education**  
**AND**  
**[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, **Tennessee Department of Education**, hereinafter referred to as the "State" and **[CONTRACTOR LEGAL ENTITY NAME]**, hereinafter referred to as the "Contractor," is for the provision of comprehensive and integrated **Web Based / Online Teacher Recruitment Service for the 136 Tennessee Public Schools, 4 Tennessee State Special Schools, and 50 TN Private Schools**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **[AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]**. The Contractor's address is:

**[ADDRESS]**

The Contractor's place of incorporation or organization is **[STATE OF ORGANIZATION]**.

A. SCOPE OF SERVICES:

A.1. See attachment A.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on February 9, **2004** and ending on **December 31, 2005**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than **three (3)** years, provided that the State notifies the Contractor in writing of its intention to do so at least **ninety (90)** days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **[WRITTEN DOLLAR AMOUNT]** (**[\$[NUMBER AMOUNT]**). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the

Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>Monthly Rate</u>
Year One (Feb-Dec) (2004)-----	\$_____00
Year Two (2005) -----	\$_____00
Year Three (2006) pending term extension---	\$_____00

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least **ninety (90)** days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Joseph Fisher, Assistant Commissioner, Division of Special Education  
TN Department of Education  
5<sup>th</sup> Floor, Andrew Johnson Tower; 710 James Robertson Parkway; Nashville, TN 37243  
615-741-3340 (Telephone)  
615-253-5567 (FAX)

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.

- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the

termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives \$300,000 or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal



In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.8. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.12. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.13. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.15. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of

the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- E.16. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

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[NAME AND TITLE]

Date

DEPARTMENT OF EDUCATION:

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Lana C. Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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M. D. Goetz Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

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John G. Morgan, Comptroller of the Treasury

Date

## **Attachment A**

### **Scope of Services**

#### **Overview**

The contractor shall make available to the State of Tennessee their existing national database that:

- includes resumes of 4000 or more teachers and other professional educators licensed to teach in Tennessee;
- has features that will enable the 136 Tennessee School Systems, 4 State Special Schools, and 50 TN Private Schools to post an endless number of job announcements and view an endless number of resumes of potential Tennessee teachers;
- has features that will enable job seekers to post their resumes (applications) and view an endless list of teaching job announcements in the database;
- has existing online partnerships with 300 or more career centers at Colleges and Universities that offer teacher education certification programs, including special education, enabling the TN public school systems, the State Special Schools, and TN Private Schools to list job vacancies with these Colleges and Universities;
- has career resources (e.g., guidance in writing letters of application; how to prepare for an interview, information about job fairs, licensure and certification requirements in Tennessee, etc.) designed to provide assistance for potential teacher candidates and others seeking professional education jobs in Tennessee;
- and has the technical qualifications to host and maintain this integrated and comprehensive service with an expanding dynamic database of job announcements and resumes.

#### **The Web based service must:**

##### **A. Provide Services for Recruiters:**

1. POST POSITIONS. Each of Tennessee's 136 public school systems (LEAs), 4 State Special Schools (SSSs), and 50 TN Private Schools must be able to post an endless number of job announcements (with a potential worldwide audience), to an existing national database of 4000 or more teachers licensed to teach in Tennessee and edit, delete, or copy (these job announcements) as they choose.
2. VIEW RESUMES / APPLICATIONS. Each of Tennessee's 136 public school systems (LEAs), 4 SSSs, and 50 TN Private Schools must be able to view the national database of resumes of persons licensed to teach in Tennessee and view the national database of resumes of persons

who have expressed an interest in teaching or assuming other roles as professional educators in Tennessee.

3. RESUME SCREENING AND POSITION LISTS. Basic screening options must be included that will enable the 136 TN LEAs, 4 SSSs, and 50 TN Private Schools to search the national database of resumes for teacher candidates and create screening and ranking questions (e.g., licensure areas; teacher preparation program(s) completed; areas licensed to teach in TN, geographical location, etc.), enabling these users / recruiters to quickly access the resumes of job seekers based on their responses to the questions.
4. POSITION SUMMARY LISTS. The recruiters must be able to generate a list of the screened applicants for any position with links to each applicant's application (resume) and be able to download directly to their local computer(s).
5. E-MAIL REPLY. The recruiters (i.e., TN LEAs, SSSs, and TN Private Schools) must be able to respond by e-mail to individual applicants, to sub-groups, and/ or to all applicants.
6. INTERVIEW NOTES SHARING. The recruiters of the 136 TN LEAs, 4 SSSs, and 50 TN Private Schools must be able to view their respective resume notes and e-mail routing history of each job seeker, resulting in a more comprehensive applicant assessment. For example, notes made by one member of the interview team can be e-mailed to the HR Director, Department Head, etc to facilitate a group approach to the decision making. That is, there will be an option for "sharing interview notes."
7. SHARED DATABASE WITH COLLEGES AND UNIVERSITIES. This service must provide an interactive database for the TN LEAs, SSSs, and TN Private Schools to list online job announcements / vacancies at over 300 colleges and universities with teacher education programs on a continuing basis.
8. AUTOMATIC RESUME NOTICE. The TN LEAs, SSSs, and TN Private Schools must be able to create and maintain customizable profiles which allow them to receive instant notification by e-mail when any resume is posted in the database that meets the recruiter's individual set of criteria to fill a position vacancy. The recruiters will have the option of targeting resumes of job seekers (i.e., of individuals who meet the screening and ranking criteria) and have these resumes routed to their inboxes at the time resumes are received in the database.
9. EXISTING DATABASE SEARCHES. The TN LEAs, SSSs, and 50 TN Private Schools must be able to perform ad hoc searches for teacher and/or professional education candidates or create agents to automatically search for teacher candidates (i.e., "crawl" through the EXISITNG data base in search of candidates) who meet the screening and ranking criteria, and to receive e-mail notifications if matches are found.

10. CUSTOMIZABLE E-MAIL REPLY. The system must include easily accessible "merge fields" that enable the 136 TN LEAs, 4 SSSs, and 50 TN Private Schools to respond to job seekers of interest with customizable letters that can be transmitted as e-mails. The users must be able to save and/or reuse these communications (letters).
11. RESUME TRACKING. The TN DOE, TN LEAs, SSSs, and the 50 TN Private Schools must be able to keep track of job seekers progress through the interview process (e.g., time of initial contact, telephone contact(s), face-to-face contact(s), hire date, etc.). This feature enables the recruiters to determine if the system is actually being used to hire teachers, producing "Recruitment Effectiveness Reports." These customized reports will enable the TN DOE, LEAs, SSSs, and TN Private Schools to monitor the effectiveness of the service.

The reports may include frequency and use of the service by the TN LEAs, SSSs, and TN Private Schools, number of resumes of persons licensed to teach in TN who are seeking employment in Tennessee, position types sought after by job seekers, number of teachers hired to work in TN and other variables as may be determined pertinent or essential.

**B. Provide Services for Prospective Candidates**

1. RESUME DATABASE. Potential teacher candidates (job seekers) must be able to enter their resumes in the database by completing - free of charge - an online resume builder or application.
2. SEARCH BY POSTION TYPE AND SUBJECT. Potential teacher candidates must be able to view an endless number of job announcements / vacancies posted in a national database by the TN LEAs, SSSs, and 50 TN Private Schools in search of teachers and other professional educators who want to work in the Tennessee schools. Job seekers must be able to search by position types (e.g., teacher, administrator, etc) or specific subjects (special education; speech-language therapist, etc.) and Tennessee licensure requirements.
3. AUTOMATIC NOTIFICATION BY E-MAIL. The system must notify job seekers whenever a position is posted to the database which meets their individual set of criteria including position type, subject, licensure requirements, etc. Candidates must be able to reply by e-mail.
4. HIGH LEVEL OF SECURITY. The system must provide a secure environment for applicants to complete and submit their applications (resumes) in search of a teaching / professional educator position with emphasis on a teaching career / professional education career in Tennessee.
5. RESUME MAINTENANCE. Candidates must be able to maintain their resumes and edit or update them online as needed.

**C Provide General Features or Services:**

1. NO COST TO USERS. The teacher candidates (job -seekers) and the recruiters (136 Tennessee School Systems, Tennessee's 4 State Special Schools, and 50 TN Private Schools) must have full use of the online recruitment system at no cost.
2. MARKET TENNESSEE. The system must:
  - a. prominently display information on the online site about the rewards of teaching in Tennessee. This may include current information about licensure requirements in Tennessee, contact information for colleges and universities with teacher preparation programs, guidance on how to pursue pathways into education careers in Tennessee; etc.
  - b. provide direct and personal contact with each Tennessee institution of higher education with teacher education programs in order to recruit their graduating seniors and other potential teacher candidates;
  - c. provide promotional materials (flyers, brochures, etc.) to be used by the Department of Education, Public Schools of Tennessee, State Special Schools, and 50 TN Private Schools to be used during workshops, meetings, etc. concerning this Comprehensive Web based Teacher Recruitment Service;
  - d. participate in a minimum of 3 Tennessee Job Fairs and 2 additional regional or national job fairs or meetings attended by potential teacher candidates; and
  - e. include a job classification system(s) that is/are sensitive to the disability categories / job categories generally used in Tennessee (e.g., classifications used in areas of special education or related services)
3. EDUCATIONAL RESOURCES. The system must provide current educational /tutorial resources (e.g., how to write job application letters; how to prepare for an interview, etc.), related sites and other provinces.
4. TECHNICAL ASSISTANCE. The online system must provide ongoing individualized technical assistance for the TN LEAs, SSSs, and 50 TN Private Schools enabling these users / recruiters to easily and quickly register on the system and effectively use the total system. The Contractor must provide a minimum of three types of customer / technical assistance either "in person" or via telephone according to the following timeframe:
  - **Registration of School Systems and Job Seekers Logins** - The Contractor must be available to assist / train school system personnel quickly and efficiently in how to register with the online system. The assistance / training must commence within 10 calendar days following the Contract beginning date and continue thereafter, ensuring effective use of the total system



by all Tennessee LEAs, SSSs, and 50 private schools. Assistance must be readily available to job applicants seeking to register or use the online system.

- **Toll-Free Customer Support Hotline** - School system personnel must have access to a toll-free customer support line - as a minimum - Monday through Friday from 8:00 a.m. - 4:30 p.m. Central Time. Well-trained, capable and courteous Contractor's employees must provide the customer support needed on a daily basis.
- **Customer Support Via E-mail** - School system personnel and job seekers must be able to obtain assistance via e-mail to /from the Contractor's customer support staff. Answers to e-mail queries should be provided the day of receipt; however, maximum response time - except in case of weekends and holidays - must not exceed 24 hours.

5. HIGH LEVEL OF SECURITY.

- The database must not be accessible from the public network.
- The data must be encrypted on the database. The transmission must be encrypted using SSL.
- The access list must be in place for only specified IP addresses on the network.
- The data source must be password protected to ensure that only authorized users see the data. There must be passwords to ensure an average of three users per LEA and SSS and one user per TN Private School. The service must also provide passwords for one or more users per system to post job announcements, make deletions, changes, etc. based on need.
- All data and transmissions must be totally secure.

6. EASE OF USE. The system must be user friendly, enabling the recruiters and potential teacher candidates to use all the features without special training (excluding registration, orientation and ongoing technical assistance for recruiters) or expertise. This should include downloadable forms and data as required for effective use and assessment.

7. RESEARCH REPORTS AND EVALUATION OF THE SERVICE. The system must have report and research features consisting of specialized electronic (e.g., E-Surveys) and paper reports (e.g., I-Reports) provided in Real Time. The Tennessee Database must be updated automatically to reflect the activity of the system. For example, the reports may include variables such as: number of users' logins; type positions searched by applicants; number of applicants that sent applications to the positions posted online; number of resumes posted by new college graduates; number of resumes posted by post-baccalaureate graduates; number of recent college graduates hired; number of experienced teachers hired; number of colleges and universities where job postings occurred, etc.

8. ONGOING INTERACTIONS WITH TENNESSEE CONTACTS. The system must provide ongoing communication with the DOE designated contact person(s) as necessary to ensure the effective and smooth implementation / use of the service.
9. UPGRADES. The Tennessee recruiters (136 Tennessee Public School Systems, 4 State Special Schools, and 50 TN Private Schools) and job seekers (potential Tennessee teacher candidates) must have access to all enhancements and upgrades during the entire contract period free of charge.
10. SCHEDULE OF SERVICES. The online system must be fully operational, enabling Tennessee's 136 school systems, the four state special schools, and 50 TN Private Schools to quickly and easily access the features described herein within 30 days following the signing of the Contract by and between the Tennessee Department of Education and the chosen vendor of the services.
11. HOST AND MAINTAIN SYSTEM. The Web based/online contractor must be able to host AND maintain an integrated and comprehensive Teacher Recruitment System with an expanding dynamic national database that includes resumes of potential Tennessee teacher candidates and includes an expanding database of job announcements posted by Tennessee recruiters (i.e., 136 TN public school systems, 4 State Special Schools, and 50 TN Private Schools). The Contractor must give assurance that the database is kept "clean," and that the candidates listed are current job seekers. When the schools search the resume database, they must have the option of filtering the resumes based on submittal date. The resume status must remain in control of the applicants, i.e., the applicants must be able to determine when the resumes will be removed from the database.
12. SYSTEM FAILURE PLAN. The Contractor must present a disaster recovery plan. The Contractor must also provide the proposed maintenance schedule, the amount of time needed to archive and maintain the site, and indicate the length of time the site will be consistently available to the public.
13. SYSTEM RECOVERY. The Contractor must have processes and resources in place to assure that the system recovery will occur within a maximum of 48 hours in the event of a system failure.

## **ATTACHMENT B**

### **LIQUIDATED DAMAGES SCHEDULE**

As required in the Scope of Services (Attachment A, Clause C.13), the Contractor must have processes and resources in place to assure that the system recovery will occur within a maximum of 48 hours in the event of a system failure,

For purposes of this contract, a breach shall be defined as any 24 hour period that exceeds the 48 hour system recovery time required in the event of a system failure.

In the event of a Contractor Breach, the amounts listed below will be withheld by the State as Liquidated Damages.

\$500 per 24 hour period

**CERTIFICATION OF COMPLIANCE**

**RFP # 331.36-061**

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**Proposer Name**

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

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**Proposer Signature**

**Date**

## COST PROPOSAL FORMAT

RFP # 331.36-061

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 Proposer Name
**NOTICE TO PROPOSER:**

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

PROPOSED COST: Monthly Rate	
Year One (Feb-Dec, 2004)	\$ _____
Year Two (2005)	\$ _____
Year Three (2006) (If term is extended by amendment)	\$ _____

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

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 Proposer Signature

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 Date

## TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 331.36-061

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**Proposer Name**


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**Evaluator**


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**Date**

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<b><u>General Proposer Qualifications and Experience (Maximum Points: 35)</u></b> <ul style="list-style-type: none"> <li>- vendor credentials</li> <li>- Proposer's background including an organizational history</li> <li>- whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony</li> <li>- pending litigation against the Proposer</li> <li>- bankruptcy or insolvency proceedings</li> <li>- organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP</li> <li>- proposed project team, members, and organizational structure</li> <li>- personnel roster and resumes of key people assigned to the proposed project</li> <li>- performance of current contractual relationships with the State of Tennessee or those completed within the previous five year period</li> <li>- customer references for similar projects representing both the three largest accounts currently serviced by the vendor and three completed projects</li> </ul>	
<b><u>Technical Approach (Maximum Points: 35)</u></b> <ul style="list-style-type: none"> <li>- vendor's understanding of the requirements of the project and the project schedule</li> <li>- how the Proposer will complete the scope of services as required</li> <li>- how the Proposer will manage the project and ensure completion of the scope of services as required</li> </ul>	
<b>TOTAL TECHNICAL PROPOSAL SCORE:</b>	

## COST PROPOSAL EVALUATION FORMAT

RFP # 331.36-061

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 Proposer Name

---

 RFP Coordinator

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 Date

PROPOSED COST FOR EVALUATION:			
Year One (2004)	\$ _____	x 11 Months =	\$ _____
Year Two (2005)	\$ _____	x 12 Months =	\$ _____
Year Three (2006)	\$ _____	x 12 Months =	\$ _____
<b>COST PROPOSAL TOTAL</b>			\$ _____

The RFP Coordinator shall use the proposed cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

1. Lowest total proposed cost amount from <u>all</u> proposals:	
2. The total proposed cost for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	

4. The maximum number of points that shall be awarded for the Cost Proposal category:	30 Points
5. <b>COST PROPOSAL SCORE</b> -- the product calculated by multiplying the amount in row #3 by the number in row #4:	



**PROPOSAL SCORE SUMMARY MATRIX**  
**RFP # 331.36-061**

[SIGNATURE]

RFP Coordinator

Date

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
<b>QUALIFICATIONS AND EXPERIENCE</b> Maximum Points: 35			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	<b>AVERAGE SCORE:</b>
<b>TECHNICAL APPROACH</b> Maximum Points: 35			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	<b>AVERAGE SCORE:</b>
<b>COST PROPOSAL</b> Maximum Points: 30			
<b>SCORE:</b>		<b>SCORE:</b>	<b>SCORE:</b>
<b>PROPOSAL SCORE (Maximum 100 Points)</b>			
<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	<b>TOTAL SCORE:</b>

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

**SAMPLE EVALUATION NOTICE**

Tennessee Department of Education  
Letterhead Stationery

[DATE]

[NAME]  
[COMPANY NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 331.36-061

. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]